Side Letter Agreement to the
County of El Dorado
And
Operating Engineers Local #3 AFL-CIO
Corrections Bargaining Unit
For
Memorandum of Understanding

Subject: Article 8. Section 1. – Medical/Dental

The Parties agree that Article 8. Section 1 of the MOU shall be amended as follows:

Section 1. Medical/Dental

A. A mutual goal of the County and the Union is to limit and manage the impacts of health plan costs on both County employees and the County's budget.

1. The County and the Union agree to continue during the terms of the MOU, to meet and work on long term options for payment of health care costs. For the term of this MOU, the parties agree to implement a standardized cost sharing for the health insurance premium contribution rates, with the County paying eighty percent (80%) of the premium for full-time employees and the employee paying twenty percent (20%) of the premium.

2. Health care coverage is on a calendar year (January 1 – December 31). Rates for the ensuing calendar year shall be effective upon approval by the Board of Supervisors, but no earlier than the pay period containing December 1. Rates will be unblended.

3. Effective the pay period containing December 1, the contributions shall be per the health plan published rates.

4. The OE3 Trust Health Plan currently offers members two health plan options, Plan A (Anthem Platinum) and Plan B (Kaiser Platinum). For the term of this MOU, the County will make these plans available to Unit members and will work with OE3 Trust to explore and potentially add additional plan options.

   The County contribution levels to the OE3 Trust Health Plans will be the same amount as provided to similar County health plans (e.g., Blue Shield 200 to Plan A and Kaiser to Plan B), but will not exceed the OE3 Trust

Health plans actual cost. If additional plans are offered during the term of this MOU, the County and Union will meet and confer over negotiable changes.

Costs for the OE3 Trust Health Plans are determined solely by the OE3 health plan administrator.

Employees who are hired after the Board of Supervisors' have approved the MOU, OE3 Health Trust Plan premium deductions will begin the first pay period after enrollment election made within enrollment time period. Payroll may process double deductions within a pay period based on when the employee submits an enrollment form. If enrolled, health insurance benefits will go into effect the first day of the month following hire.

5. For purposes of this Article, a full-time employee is defined as an employee in an allocated position whose regular work schedule on an ongoing basis is eighty (80) hours of work in each pay period; a part-time employee is defined as an employee who is in an allocated position and whose regular work schedule on an ongoing basis is less than eighty (80) hours of work in a pay period.

6. In order to be eligible for County contribution, other than required by law, a full-time employee must be in pay status, i.e., where the employee is receiving pay from work hours, CTO, vacation or sick leave in accordance with Section 1.A.5. An employee who is receiving Worker's Compensation, temporary disability shall be eligible for continuation of the County's contribution until such time as eligibility for Worker's Compensation, temporary disability ceases.

7. An employee who ceases to be eligible for County contributions must pay directly to the Department of Human Resources the full amount of employee and County contribution in order to retain benefit coverage under the County-sponsored health/dental benefit plan.

8. The County will not contribute toward the cost of any plan other than the OE3 Trust Health Plan, as described in Section 1.A.4., above, and those specifically sponsored by the County.

B. County health plan benefits are described in the Specific Health Plan Document. While mention may be made in this MOU of various benefits and provisions of benefit programs, specific details of benefits provided under the County

Health/Dental Plan, Life, Worker's Compensation and Long-Term Disability Programs shall be governed solely by the various plan documents or insurance contracts and/or policies maintained by the County.

OE3 Trust Health plans are described in the OE3 Specific Health Plan Document.

C. Part-Time Employees

A part-time employee whose regular work schedule is more than thirty-two (32) hours per pay period shall be eligible to participate in the health/dental insurance programs on a pro rata basis according to the following schedule.

1. The County shall pay the full County contribution to the medical/dental costs as specified in Article 8. Section 1.A.5. for a part-time employee whose regular work schedule as documented on the payroll personnel form is between sixty-four (64) to seventy-nine (79) hours per pay period on an ongoing basis; the employee contribution will be automatically deducted from the biweekly paycheck.

2. The County shall pay seventy-five percent (75%) of the County contribution to the medical/dental costs for a part-time employee whose regular work schedule as documented on the payroll personnel form is forty (40) to sixty-three (63) hours per pay period on an ongoing basis; the remaining twenty-five (25%) of the County contribution plus the employee contribution will be automatically deducted from the biweekly paycheck.

3. The County shall pay fifty percent (50%) of the County contribution to the medical/dental costs for a part-time employee whose regular work schedule as documented on the payroll personnel form is thirty-two (32) to thirty-nine (39) hours per pay period on an ongoing basis; the remaining fifty percent (50%) of the County Contribution plus the Employee Contribution will be automatically deducted from the biweekly paycheck.

4. Part-time employees whose regular work schedule is less than thirty-two (32) hours per pay period shall not be eligible for participation in the County medical/dental insurance program.

A part-time employee may work additional or fewer hours than the employee's "ongoing" work schedule without changing the pro rata contribution. The pro rata

contribution level may only be changed by amending the payroll personnel form which documents the change to the ongoing work schedule. Related to Section 1.C., an employee, who believes the employee's regular ongoing work schedule has been modified, can submit a written request to the appointing authority to formally change the ongoing work schedule.

D. Enrollment

1. Union employees may choose the County sponsored Plan or OE3 Trust Health Plan. Employees may enroll themselves and their eligible dependents in accordance with the provision of the Plan. Employees may opt not to be covered by the County sponsored medical/dental plan as allowed/required by law, or the OE3 Trust Health Plan if allowed by law. In such case, neither the County nor the employee shall be required to make the contributions specified in Article 8. Section 1.A or 1.C as allowed/required by law.

2. Open Enrollment Periods will occur once every calendar year in October. During an Open Enrollment Period, eligible employees may enroll themselves and eligible dependents in the County-offered health plan of their choice.

E. Terms & Conditions

1. County sponsored medical plan coverage starts the first day of the month following employment and ends the last day of the month following termination of employment. Retirees, at their own expense, may continue to be enrolled in the County-sponsored plan or may be eligible for contributions pursuant to Article 8, Section 9.E. Health Plan coverage shall be in accordance with the provisions of the Plan. Employees who retire or who separate from County service may, at their own expense, continue to be enrolled in the County-sponsored plan in accordance with provisions of the plan or as provided by law.

   For employees covered under an OE3 Health Trust plan the County shall include final payment (for active employee coverage) in the last month the employee is eligible (as defined by Article 8, Section 1.A.6). A double deduction of premiums may be necessary.

2. The parties agree that the County Medical/Dental Plan is a Defined Benefit Plan, and that the County is required to provide the specified benefits during the term of this MOU regardless of the level of contribution by the County and its employees.

3. The County agrees to maintain the IRC 125 Plan for employees in the OE3 Trust Health Plan in order to provide the tax advantages to the employees in that Plan for the premiums that they pay.

F. Continuation of Medical/Dental Plan - Military Call-Up

An employee who is a member of the United States Reserve Armed Forces or the National Guard and is called to or volunteers for active military duty in response to a call-up by the President of the United States as provided for by law, shall continue to be eligible for coverage under the applicable medical/dental plan, notwithstanding the employee's absence due to the call-up or ineligibility due to such absence. Coverage shall continue for a period up to one (1) year from the date the employee commences an approved military leave of absence, or until the employee returns from active duty, whichever occurs first. Such continuation of coverage is contingent upon being allowed under the respective health care plan of the employee.

The County shall continue the same level of its contributions for the employee absent on military leave and that employee's dependents as would apply to other employees in the same classification and bargaining unit. The employee will be responsible for any contribution toward dependent coverage specified in the MOU. Pursuant to these provisions, the employee absent on military leave shall not be required to use accumulated paid leave in order to be eligible for continuation of coverage and the County's contribution to the medical/dental plan.

Prior to being considered eligible for continued coverage under these provisions an employee shall be required to provide documentary evidence, satisfactory to the County, of the employee's active duty status and shall also be required to notify the County in writing within ten (10) days of the employee's return to inactive duty status. Upon the employee's discharge from active duty status, the standard provisions of Article 8 of this MOU shall apply with full force and effect.

G. Patient Protection and Affordable Care Act

The parties acknowledge that the Federal Patient Protection and Affordable Care Act ("PPACA"), its current and future related regulations, and California law developed in response to the PPACA may create new requirements for the County during the term of this MOU. The County will comply with these new statutory and regulatory requirements to the best of its ability. The parties acknowledge that compliance with these requirements is mandatory and therefore not subject to meet and confer.

For the County: JOSEPH CARRUESCO

Joseph Carruesco
Director of Human Resources
or designee

Date: 8-31-26

For the Union: _____

Shannon Starr
Operating Engineers Local Union No. 3
Business Agent or designee

Date: 8/27/26

RESOLUTION NO. 167-2026

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the Operating Engineers Local Union No. 3 (Union) represents employees in the Corrections (CR) bargaining unit, and

WHEREAS, the County of El Dorado (County) and Union (collectively "the Parties") have previously executed a Memorandum of Understanding (MOU) for the period covering July 1, 2026 through June 30, 2028, governing the terms and conditions of employment between the County and employees in the CR bargaining unit, and

WHEREAS, the Parties have met and conferred in good faith to clarify processing of health premium deductions within the Employee Benefits and Retirement provisions of the MOU.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of El Dorado approves, adopts, and authorizes the Chair to sign this Resolution and the Letter of Agreement that is attached and incorporated herein between the County of El Dorado and the Operating Engineers Local Union No. 3, representing employees in the CR bargaining unit, effective upon adoption.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 20th day of October, 2026, by the following vote of said Board:

Ayes: Laine, Ferrero, Turnboo, Parlin
Noes: None
Absent: Veerkamp

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
Brooke Laine, Chair Board of Supervisors